

BILL NO. S-94-04- 15

SPECIAL ORDINANCE NO. S- 31-94

AN ORDINANCE approving Agreement for Engineering Services between BONAR & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement for Engineering Services by and between BONAR & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, for:

Resident Engineering Services, O & M Manual, Operator Training, and Post Construction Services for Construction of Division I, Upgrade of the Anaerobic Digesters and Division II, Sludge Digestion Facilities Improvements and Waste Activated Sludge Thickening Facilities for the Paul L. Brunner Water Pollution Control Plant;

the contract price is Two Hundred Ninety Thousand and no/100 Dollars (\$290,000.00) all as more particularly set forth in said Agreement, which is on file in the Office of the Board of Public Works and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Resolution are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Sam Talarico
Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

AGREEMENT FOR ENGINEERING SERVICES

FOR

**RESIDENT ENGINEERING SERVICES, O & M MANUAL,
OPERATOR TRAINING, AND POST CONSTRUCTION SERVICES**

FOR

**CONSTRUCTION OF DIVISION I, UPGRADE OF
THE ANAEROBIC DIGESTERS**

AND DIVISION II, SLUDGE THICKENING FACILITIES

**AT THE
PAUL L. BRUNNER WATER POLLUTION CONTROL PLANT**

BY AND BETWEEN

CITY OF FORT WAYNE, INDIANA

AND

**BONAR & ASSOCIATES, INC.
616 South Harrison Street
Fort Wayne, Indiana 46802**

AGREEMENT

THIS AGREEMENT, made by and between the **CITY OF FORT WAYNE**, Fort Wayne, Indiana, acting by and through its Board of Public Works and Safety, hereinafter referred to as "**OWNER**"; and **BONAR & ASSOCIATES, INC.**, an Indiana corporation, hereinafter referred to as "**BONAR**", whose principal officers are Ronald L. Bonar, P.E., President; Darrell Post, P.E., Vice President; Michael P. Hunter, P.E., Vice President; and whose principal business address is 616 South Harrison Street, Fort Wayne, Indiana 46802.

WITNESSETH, that:

WHEREAS, the **OWNER** has received bids and awarded one or more contracts for the construction of the Division I (Upgrade of the Anaerobic Digesters), and Division II, (Sludge Thickening Facilities), at the City of Fort Wayne, Paul L. Brunner, Water Pollution Control Plant, hereinafter referred to as "**PROJECT**", in accordance with plans, specifications and other "Contract Documents" as specified in such contracts and prepared for the **OWNER** and Project by HNTB Corporation of Indianapolis, Indiana, hereinafter referred to as the "**ENGINEER**", and

WHEREAS, **OWNER** has engaged the **ENGINEER** to provide the construction engineering services for the **PROJECT**, and

WHEREAS, **OWNER** desires to procure services supplemental to those to be performed by **ENGINEER**, by engaging and employing **BONAR** to provide resident engineering, O & M Manual, operator training, and post-construction services for the **PROJECT** as hereinafter specified, and

NOW, THEREFORE, the **OWNER** and **BONAR**, for the considerations named herein, agree as follows:

SECTION 1. CONSTRUCTION PHASE SERVICES

1.1 Upon written authorization by the **OWNER**, and during construction of the

PROJECT for a term not to exceed 540 consecutive calendar days following the date upon which a Notice to Proceed is given to the Contractor as provided by the Contract Documents, **BONAR** shall provide supplemental on-site construction engineering services for the **PROJECT** in conjunction with services to be performed by the **ENGINEER** as specified in the separate agreement between the **OWNER** and **ENGINEER**. Such services shall be performed by at least one qualified Resident Project Representative whose duties and responsibilities shall be to:

1.1.1 Attend pre-construction conferences, contractor meetings and progress meetings with the **OWNER**; arrange or assist the **OWNER** or Engineer in arranging and scheduling of progress meetings and other job conferences as required in consultation with Engineer and **OWNER** and notify those expected to attend in advance; maintain and circulate copies of the records of the meeting.

1.1.2 Report daily to the **OWNER** concerning significant construction activity and submit a written monthly summary of construction progress; keep a diary or log book, recording hours on the job site, weather conditions, specific observations.

1.1.3 Advise and consult with the **OWNER** and Engineer concerning contractor's schedules and issues which may arise in respect of scheduling conflicts or interference with **OWNER'S** plant operations or other coordination matters.

1.1.4 Review progress schedules for compliance with the contract and give written advice to the **ENGINEER** and **OWNER**.

1.1.5 Serve as liaison to facilitate communications between and among the **ENGINEER**, **OWNER**, and Contractor concerning any questions or issues in respect of administration of the contract for construction;

1.1.6 Assist **ENGINEER** in obtaining from the **OWNER** additional details or information from **OWNER** or Contractor;

1.1.7 Assist **ENGINEER** in obtaining field samples of materials delivered to the site which are required to be furnished, and keep record of actions taken by **ENGINEER**.

1.1.8 Monitor Contractor's submissions of shop drawings, product data, samples and other information and the actions taken with respect to same by the **ENGINEER**;

1.1.9 Conduct on-site observations of construction in progress and notify the **ENGINEER** and **OWNER** if construction is observed not to be in compliance with Contract Documents or approved submittals;

1.1.10 Advise and consult with the **ENGINEER** concerning claims, disputes and other matters in question in respect of which the **ENGINEER** is required or authorized to issue interpretations of decisions as provided by the Contract Documents;

1.1.11 Verify that tests, including equipment and systems start-up are conducted as required by the Contract Documents, that Contractor maintains required records thereof and that copies of such records and data are furnished to the **OWNER** and **ENGINEER**;

1.1.12 Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to **ENGINEER** and a copy to the **OWNER**;

1.1.13 Accompany visiting inspectors representing public agencies having jurisdiction over the **PROJECT**;

1.1.14 Maintain at the job site orderly files for correspondence, contract documents, shop drawings, change orders; record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major material suppliers.

1.1.15 Consult with **ENGINEER** and inform **OWNER** in advance of scheduled major tests, inspections, or start of important phases of construction;

1.1.16 Review applications for payment with the Contractor and forward with comments and recommendations to the **ENGINEER** for approval or other action;

1.1.17 Prior to inspection for substantial completion, assist **ENGINEER** in submitting to Contractor, a list of observed items requiring completion, correction or other actions required to be taken by Contractor to fulfill requirements of the Contract Documents;

1.1.18 Assist the **ENGINEER** in conducting final inspection and verification of Contractor's completion of punchlist items;

1.2 It is recognized, acknowledged and agreed between the parties that the **PROJECT** has been designed by the **ENGINEER** or other consultants engaged separately by **OWNER**, that **ENGINEER** is providing the construction engineering and contract administration services for the **PROJECT** as described in the **ENGINEER**'s agreement with **OWNER** and in the Contract documents incorporated into or otherwise governing the contract between the **OWNER** and the Contractor, and that **BONAR**'s duties and services as herein provided are intended to be collateral to and not in lieu of the duties and obligations of **ENGINEER**. Accordingly, **BONAR** shall not be responsible for any errors, omissions or deficiencies in plans, specifications or bid documents applicable to the **PROJECT** or for any act, neglect, error or omission on the part of the **ENGINEER** in performing construction engineering, contract administration or other services in respect of the **PROJECT**.

1.3 **BONAR** shall not have control or charge of and shall not be responsible for supervision of construction or for means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, or for the acts, omissions, delay or breach of any contractor, subcontractor or any other person performing any of the Work or furnishing any materials or equipment to or for the **PROJECT**, or the failure of any of them to carry out the Work in accordance with the Contract Documents.

SECTION 2. O & M MANUAL, OPERATOR TRAINING, AND POST CONSTRUCTION

2.1 BONAR shall provide services including preparation of O & M Manual, operator training, and one year operational post construction assistance as more particularly described as follows:

2.1.1 BONAR shall provide five copies of an Operation & Maintenance Manual to **OWNER** for the **PROJECT** in a form suitable for approval by the State and the United States Environmental Protection Agency.

2.1.2 BONAR shall provide services to the **OWNER** during the post-construction one-year period after initiation of operation of the **PROJECT**. These services to include:

- Oversight and observation of the unit processing equipment which makes up the new treatment works. The budget for this one-year post-construction assistance is 80 hours.
- Train or provide for training of operating personnel on new process. The budget for training is 40 hours.
- Prepare curricula and training manuals for operating personnel on new process.
- Revise the O & M Manual to accommodate actual operating experience of new process.
- Assist **OWNER** in identifying warranty problems or issues and in giving notice to contractors.

SECTION 3. ADDITIONAL SERVICES

3.1 Additional services in connection with the **PROJECT** not otherwise provided for in this Agreement may be arranged for between **BONAR** and the **OWNER** and incorporated into this Agreement.

SECTION 4. OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **BONAR**:

4.1 Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER's** policies and decisions with respect to **BONAR's** services for the **PROJECT**.

4.2 Provide all criteria and full information as to **OWNER's** requirements for the **PROJECT**.

- 4.3 Assist **BONAR** by placing at **BONAR's** disposal all available information pertinent to the **PROJECT** including previous reports and any other data relative to design or construction of the **PROJECT**.
- 4.4 Arrange for access to and make all provisions for **BONAR** to enter upon public and private property as required for **BONAR** to perform services under this Agreement.
- 4.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **BONAR**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **BONAR**.
- 4.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the **PROJECT** and such approvals and consents from others as may be necessary for completion of the **PROJECT**.
- 4.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the **PROJECT**, such legal services as **OWNER** may require or **BONAR** may reasonably request with regard to legal issues pertaining to the **PROJECT** including any that may be raised by Contractor(s), such auditing service as **OWNER** may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- 4.8 If **OWNER** designates a person to represent **OWNER** at the site who is not **BONAR** or **BONAR's** agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of **BONAR** will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 4.9 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire **PROJECT**, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
- 4.10 Attend the pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- 4.11 Give prompt written notice to **BONAR** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **BONAR's** services, or any defect or non-conformance in the work of any Contractor.
- 4.12 Furnish, or direct **BONAR** to provide, Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.13 Bear all costs incident to compliance with the requirements of Section 4.

SECTION 5. PAYMENT TO BONAR

5.1 For services rendered in this agreement, as described in Section 1. Resident Engineering Services, and in Section 2. O&M Manual, Operator Training, and Post Construction Services, **BONAR** shall be paid on an hourly basis plus expenses, as described in Section 6, herein.

The estimated cost of services, as described and set forth in this agreement is \$290,000.

It is estimated the total cost to **OWNER** for the performance of the aforementioned services will not exceed the estimated cost as provided above; and **BONAR** agrees to use its good faith effort to perform said work within such estimated cost. If at any time, as the work progresses, **BONAR** has reason to believe that the costs will be greater than the estimated cost hereof, **BONAR** shall notify **OWNER**, in writing, to that effect giving the revised estimate of such costs for said work.

For billing purposes, **BONAR** shall use the hourly rates, as set forth in Section 6, times the number of hours worked, plus reimbursement expenses, billed at 1.1 times cost.

OWNER shall not be obligated to reimburse **BONAR** for costs incurred in excess of the estimated costs set forth above, and **BONAR** shall not be obligated to continued performance of said work or otherwise to incur costs in excess of the estimated costs set forth above, unless and until **OWNER** shall have notified **BONAR**, in writing, that such estimated cost has been increased and shall have specified in such a notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost set forth has been increased, any costs incurred by **BONAR** in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such costs had been incurred after the increase.

5.2 **BONAR** shall submit monthly statements for Services rendered and for Reimbursable Expenses incurred. **OWNER** shall make prompt monthly payments in response to **BONAR**'s monthly statements.

5.3 If **OWNER** fails to make any payment due **BONAR** for services and expenses within thirty days after receipt of **BONAR**'s statement therefor, the amounts due **BONAR** will be increased at the rate of 1% per month from said thirtieth day, and in addition, **BONAR** may, after giving seven days' written notice to **OWNER**, suspend services under this Agreement until **BONAR** has been paid in full all amounts due for services, expenses and charges.

SECTION 6. HOURLY RATES

BONAR shall use the following hourly rates for the classification of individuals working on **OWNER**'s PROJECT.

<u>Classification</u>	<u>Billing Rate per Hour</u>
Officer/Senior Project Manager	\$100.00
Engineering Coordinator	66.00
Senior Resident Project Representative	58.00
Resident Project Representative	50.00

Reimbursable expenses will be billed in addition to the above hourly rates at 1.1 times cost, this includes printing, subconsultants, etc. Mileage shall be billed at \$.275 per mile.

SECTION 7. GENERAL CONDITIONS

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents including O & M Manuals and Training Manuals prepared or furnished by **BONAR** (and **BONAR's** independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the **PROJECT**, and **BONAR** shall retain an ownership and property interest therein whether or not the **PROJECT** is completed. **OWNER** may make and retain copies for information and reference in connection with the use and occupancy of the **PROJECT** by **OWNER** and others; however, such documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **PROJECT** or on any other project. Any reuse without written verification or adaptation by **BONAR** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **BONAR**, or to **BONAR's** independent professional associates or consultants; and **OWNER** shall indemnify and hold harmless **BONAR** and **BONAR's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **BONAR** to further compensation at rates to be agreed upon by **OWNER** and **BONAR**.

7.3 Insurance

BONAR shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.4 Controlling Law

This Agreement is to be governed by the law of the State of Indiana and federal laws.

7.5 Successors and Assigns

7.5.1 OWNER and **BONAR** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **OWNER** and **BONAR** (and to the extent permitted by Paragraph 7.5.2 the assigns of **OWNER** and **BONAR**) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2 Neither **OWNER** nor **BONAR** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or

moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent **BONAR** from employing such independent professional associates and consultants as **BONAR** may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than **OWNER** and **BONAR**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **OWNER** and **BONAR** and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate

this 23 day of MARCH, 1994.

BONAR

BONAR & ASSOCIATES, INC.
616 South Harrison Street
Fort Wayne IN 46802

By: Ronald L. Bonar

Ronald L. Bonar, President

OWNER

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS & SAFETY

Charles E. Layton

Charles E. Layton, Director

Katherine A. Carrier, Member

C. James Owen
C. James Owen, Member

ATTEST:

Patricia J. Crick

Read the first time in full and on motion by Long,
seconded by _____, and duly adopted, read the second time by
title and referred to the Committee on City of Fort Wayne (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Common Council Conference Room 128, City-County
Building, Fort Wayne, Indiana, on _____, the _____ day
of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: 4-12-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico,
seconded by _____, and duly adopted, placed on its passage.
PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>✓</u>
HENRY				<u>✓</u>
LONG				<u>✓</u>
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 4-26-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Nadja E. Sharf, Deputy Clerk

Passed and adopted by the Common Council of the City of Fort Wayne,

Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 8-31-94

on the 26th day of April, 1994

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Nadja E. Sharf, Deputy Clerk

Don J. Schneider
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on

the 27th day of April, 1994,

at the hour of 3:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Nadja E. Sharf, Deputy Clerk

Approved and signed by me this 22 day of May,

1994, at the hour of 9:45 o'clock A. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

APRIL 11, 1994

MEMO TO: MEMBERS OF THE COMMON COUNCIL

RE: Introduction of Contracts for the Sludge Treatment
Projects for the **Water Pollution Control Plant** (Sewer
Bond)

The Contracts for the projects resulted from a requirement by
U.S. EPA to provide sludge treatment as directed by the WPC Plant
Discharge Permit and agreed to in response to a IDEM Inspection
Report dated January 1993.

The Work Covered By These Contracts Are:

- 94-04-15*
1. Construction of a Sludge Thickening Facilities, (Div. I); to include all labor, materials, equipment, tools, power, miscellaneous equipment etc. for Construction of a new building, centrifuges, piping, controls and pertinent equipment. Construction by Bowen Engineering.
 2. Construction of New and Modification of Existing Facilities, (Div. II); to include all labor, materials, equipment, tools, electrical power, miscellaneous equipment etc. for the construction of a building addition, additional equipment for sludge heating, digester mixing equipment and equipment to convert two secondary digesters into primary digesters. Construction by Indiana Construction Company.
 3. Construction Engineering during the construction of Div. I and Div. II; is for handling any questions, interpretation of specifications, modifications to the plans and specifications, review of shop drawings, handling of payment requests, etc. Engineering by HNTB Engineers.
 4. Construction Resident Engineering during the construction of Div. I and Div. II; for on site inspection of construction inherent to the engineering plans and specifications and to confer with the Construction Engineering group for any questions that will arise daily. Resident Engineering by Bonar Engineers.

Bids and Proposal were received during 1993 for these Contracts
As follows:

1. **Div. I Project** - (5) bids were received and the lowest was accepted.
2. **Div. II Project** - (3) bids were received and the lowest was accepted.
3. **Construction Engineering** - (2) proposal were received and the best was accepted.
4. **Resident Engineering** - (3) proposal were received and the best was accepted.

The combined project is expected to take eighteen (18) months to complete.

TITLE OF ORDINANCE: Agreement between the City and Bonar & Associates, Inc., for Engineering Services for Resident Engineering Services, O & M Manual, Operator Training, and Post Construction Services for Construction of Division I, Upgrade of the Anaerobic Digesters and Division II, Sludge Digestion Facilities Improvements and Waste Activated Sludge Thickening Facilities for Paul L. Brunner Water Pollution Control Plant.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Agreement between the City and Bonar & Associates, Inc., for Engineering Services for Resident Engineering Services, O & M Manual, Operator Training, and Post Construction Services for Construction of Division I, Upgrade of the Anaerobic Digesters and Division II, Sludge Digestion Facilities Improvements and Waste Activated Sludge Thickening Facilities for Paul L. Brunner Water Pollution Control Plant.

EFFECT OF PASSAGE: Project can be completed.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$290,000.00 (Sewer Bond)

ASSIGNED TO COMMITTEE:

BILL NO. S-94-04-15

REPORT OF THE COMMITTEE ON
CITY UTILITIES *Committee of the City*
DAVID C. LONG - SAMUEL J. TALARICO - CO-CHAIR
MARK E. GIAQUINTA
REBECCA J. RAVINE

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Agreement for
Engineering Services between BONAR & ASSOCIATES, INC. and the City of
Fort Wayne, Indiana, in connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Sam Talarico

Rebecca Ravine

Mark E. Giaquinta

David C. Long

Samuel J. Talarico

DATED: 4-26-94

Sandra E. Kennedy
City Clerk